

REACHMYTEACH TERMS OF USE

UPDATE AS OF 3/25/2025

- 1. Read This:** This Terms of Use Agreement (“Agreement” or “Terms of Use”) is made by and between RMT LLC (hereinafter “ReachMyTeach”), a Maine Limited Liability Company, and You, the user (“You”, “Your” or “User”).

This Agreement contains the complete terms and conditions that govern the use of ReachMyTeach’s website and online services (“Website” or “Websites” or “Site”). BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THIS WEBSITE, OR OTHER REACHMYTEACH SOFTWARE, INCLUDING MOBILE SOFTWARE, SERVICES, WEBSITES, OR CONTENT (COLLECTIVELY THE “SERVICES”), YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THE SERVICES. REACHMYTEACH RESERVES THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THIS AGREEMENT AT REACHMYTEACH'S SOLE DISCRETION. CONTINUED USE OF ANY PART OF THIS WEBSITE OR THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

YOU ARE HEREBY PUT ON NOTICE THAT YOU ARE OBLIGATED TO PERIODICALLY REVIEW THIS PAGE TO MAKE YOURSELF AWARE OF ANY CHANGES HERETO AND ANY CONTINUED USE OF THE SITE SHALL CONSTITUTE YOUR ACCEPTANCE THEREOF.

- 2. Disclaimer for Under 18s.** If you are under 18 years of age, You must have a parent or guardian review the Terms of Use with you and agree to them on your behalf before using the ReachMyTeach Services or sharing information with ReachMyTeach. Make sure You and Your parent or guardian both understand the rules, restrictions, and limitations that apply to Your use of the Services.
- 3. Overview.** ReachMyTeach provides technologies by which educators, schools, parents, and students can collaborate and connect. The Services provided under this Agreement include: (1) ReachMyTeach’s communication platform that supports schools and teachers to meaningfully communicate with families through SMS messaging, email, and WhatsApp, in their own languages with instant two-way translation; and (2) “OrangePasses”, a technology for managing student hall passes.
- 4. Access to This Site.** To access the Services, Site resources, links, or other content, You may be asked to provide certain registration details or other information to create an account (“Account”). It is a condition of Your use of the Services that all the information You provide will be correct, current, and complete. Registration and access to the Services is subject to approval by ReachMyTeach. If ReachMyTeach believes the information You provide is not correct, current, or complete, ReachMyTeach has the right to deny access to the Services, or to any of its resources, and to terminate or suspend Your access at any time.

IF YOU REGISTER AN ACCOUNT ON BEHALF OF A SCHOOL, SCHOOL DISTRICT, COMPANY, OR OTHER ENTITY, YOU AFFIRM AND GUARANTEE THAT YOU HAVE THE AUTHORITY TO ENTER INTO BINDING CONTRACTS, INCLUDING THIS AGREEMENT, ON BEHALF OF

YOURSELF OR THAT ENTITY. IN SUCH INSTANCE, “YOU”, “YOUR”, AND “USER” INCLUDES THAT ENTITY.

5. **Single Sign-On.** The Services enable single sign-on integration ("SSO"). By enabling SSO, You authorize ReachMyTeach to process authentication information from a third-party identity provider, as permitted by that service. This may include access to identification data such as name, email address, and profile image to facilitate authentication. You assume all risk and responsibility from the use of, and access to and from, the Services through SSO.
6. **Applicable Use of Services.** You may use the Services only for purposes expressly permitted by this Agreement. As a condition of Your use of ReachMyTeach's Services, You warrant to ReachMyTeach that You will not use the Services for any purpose that is unlawful, immoral, or otherwise prohibited by these terms, conditions, and notices.
7. **Right to Terminate Account Access.** You agree that ReachMyTeach may, under certain circumstances and without prior notice, immediately terminate Your Account, any associated username and/or access to the Service. Cause for such termination shall include, but is not be limited to: (i) a breach or violation of the Terms of Use or other ReachMyTeach policies, guidelines, or rules (including without limitation the Privacy Policy), (ii) extended periods of inactivity, (iii) Your engagement in fraudulent or illegal activity, (iv) unexpected technical or security issues, and (v) requests by law enforcement or other government agencies. You also agree that any termination is in ReachMyTeach's sole discretion and that ReachMyTeach will not be liable to You or any third party for any termination of Your account, password, username, deletion of User Content, as defined below, and/or access to the Service.
8. **Account Activity.** You are responsible for any activities that take place under Your username and password. If You become aware of any unauthorized use of Your password or account, or any other breach of security, contact ReachMyTeach immediately. It is up to You to maintain the confidentiality of Your password and account. ReachMyTeach is not responsible or liable for any loss or damage arising from Your failure to comply with the provisions of these terms.
9. **Practices Regarding Use and Storage.** You acknowledge that ReachMyTeach may establish general practices and limits regarding the use of the Services, including, without limitation, the maximum number of messages that may be sent or received from an account of the Services, the maximum size of any message that may be sent from or received by an account of the Service, the maximum amount of disk space that will be allotted on ReachMyTeach's servers on Your behalf, and the maximum number of times and duration for which You may access the Services in a given time. You agree that ReachMyTeach has no responsibility or liability for the deletion or failure to store or transmit any messages or communications or other content maintained or transmitted by the Services. You acknowledge and agree that ReachMyTeach reserves the right to log off accounts and deactivate usernames and accounts that are inactive for an extended period of time. You further acknowledge that ReachMyTeach has the right to modify these practices and limits from time to time.
10. **No Co-Branding or Framing.** You may not use or authorize any party to co-brand or frame any ReachMyTeach Services, including the Website, without the express prior written permission of an authorized representative of ReachMyTeach in each instance. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, trade name, service mark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the

impression that such other party has the right to display, publish, or distribute this Site or content accessible within the Services. For purposes of these Terms of Use, "framing" refers to displaying any ReachMyTeach webpage within a bordered area of another website, regardless of whether the address of the originating ReachMyTeach Website is visible. Furthermore, You agree to cease any unauthorized co-branding or framing immediately upon notice from ReachMyTeach.

- 11. No Unlawful Access.** You agree that You will not use ReachMyTeach's Websites in any manner that could in any way disable, overburden, damage, or impair the Services or otherwise interfere with any other party's use and enjoyment of the Services. You further agree that You will not obtain, or attempt to obtain, any materials, content, or information by any means not expressly made available or provided for through the authorized use of the Services.

- 12. Proprietary Information.** All content found on the ReachMyTeach Services (the "Content") is considered the copyrighted and trademarked intellectual property of ReachMyTeach, or of the party that created and/or licensed the Content to ReachMyTeach. No rights or title to any of the Content contained on ReachMyTeach Services shall be considered transferred or assigned to the User at any time. Subject to all applicable laws, You agree that You will not copy, distribute, republish, modify, create derivative works of, or otherwise use the Content in any unauthorized way, without the prior written consent of ReachMyTeach in each instance.

- 13. User Content.** As a registered user, You will be able to upload and post a variety of materials and information, including but not limited to text, audio, video, photographs, graphics, and other materials using some aspects of the Services ("User Content"). This means that You have sole responsibility, not ReachMyTeach, for all of the User Content that You upload post, email, message, transmit, or otherwise make available through the Service, and to make sure that You are in compliance with the rules of behavior set forth herein relating to such User Content. Any User Content that You write, post, upload, or link to on ReachMyTeach is entirely Your responsibility.

ReachMyTeach shall have no liability of any kind with respect to any User Content posted by You or other users of the Service. You agree that You must assess and bear all risks associated with Your use of any User Content. In this regard, You may not rely on any User Content created by other ReachMyTeach users or otherwise created, distributed, and displayed on any part of the Service. ReachMyTeach does not control or monitor all of the User Content posted via the Services and, as such, does not guarantee the accuracy, integrity, or quality of such User Content.

The User Content created by You must be owned by You or You must have been granted the prior permission to use such User Content by its owner. ReachMyTeach does not own any of the User Content You post. By placing User Content on the Services, You are providing ReachMyTeach with a worldwide, irrevocable, royalty-free, unlimited, non-exclusive license to modify, reproduce, and distribute Your User Content, in whole or in part, as required to provide the Services, in accordance with this Agreement.

You agree that by posting User Content You own on the Service, all other users can reproduce and use such Content in connection with the Service, subject to all applicable laws. ReachMyTeach shall have no responsibility for enforcing any rights You may claim in any User Content, which shall be Your responsibility entirely, and You agree to hold harmless, defend, and indemnify ReachMyTeach with respect to any claim You have that other users are reproducing or using Your User Content as well as for claims by other users that You are reproducing or using their User Content without permission.

ReachMyTeach will not arbitrate, mediate, or resolve any intellectual property or other disputes between users, and has no responsibility for doing same other than as may be specifically required by law.

You acknowledge that ReachMyTeach may or may not pre-screen User Content but that ReachMyTeach and its designees shall have the right, but not the obligation, in its sole discretion to pre-screen, refuse, move, edit, and/or delete any User Content that violates these Terms of Use and/or is otherwise objectionable as determined by ReachMyTeach in its sole discretion.

14. Rules of Behavior.

- (a) You are solely responsible for Your own communications and User Content, including any data, images, graphics, text, audio, video, email, links, and/or screen names You post to the site. You agree to use the Services to post and receive communications and User Content that are legal and proper.
- (b) You must not abuse, defame, harass, stalk, threaten, intimidate, or otherwise violate the legal rights of others.
- (c) You must not violate the privacy or publicity rights of others.
- (d) You must not upload, post, or link to any material that is inappropriate, defamatory, infringing, obscene, vulgar, libelous, racially or ethnically hateful, objectionable, or unlawful (or promote or provide instructional information about illegal activities or communications that could reasonably cause damage, loss, harm, or injury to any individual or group).
- (e) You must not post, upload or link to (a) anything that promotes or distributes pyramid schemes or chain letters, or (b) other disruptive, illegal, or immoral communications of any kind.
- (f) You must not post, upload, or link to anything that could potentially exploit or harm children by exposing them to inappropriate User Content, asking for personally identifiable details or information, or otherwise exposing them to materials or information that in any way could cause damage, injury, or harm of any kind.
- (g) You must not post, upload, or link to anything that harvests or otherwise collects information about other users, including without limitation addresses, phone numbers, e-mail addresses, and/or health or financial information of any kind, without the users' prior express consent in each instance.
- (h) You must not post, upload, or link to anything that advertises any commercial endeavor (e.g., offering for sale any products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services), or solicits funds, advertisers or sponsors for any purpose.
- (i) You must not upload or post anything that infringes any patent, trademark, copyright, trade secret or other intellectual property or other legal right of a third party without prior written permission from the third party in each instance, which written permission You agree to disclose to us at any time on our request (subject to all applicable laws). You must not intentionally download any material that You know or should reasonably know cannot be distributed legally.
- (j) You must not impersonate another person, group of people, or entity at any time, which includes not using anyone else's username or password.

- (k) You must not use the ReachMyTeach Services for any illegal, immoral, or unauthorized purpose.
- (l) You must abide by all applicable Federal, State, and local laws. If You are outside the United States, You must comply with all local laws as well with respect to Your online conduct and acceptable Content, including, without limitation, the exportation of data to the United States or to Your country or residence.
- (m) You cannot modify, edit, or delete any User Content and communications of the ReachMyTeach Services and/or of other individuals other than Your own User Content.
- (n) You must not transmit any viruses, worms, defects, Trojan Horses, or any items and/or computer code, files, or programs of a destructive nature and/or otherwise designed to interrupt or limit the functionality of any computer software or hardware, or telecommunications device.
- (o) You must not transmit or allow access or distribution of any spiders, robots, or other information-gathering computer programs or routines or their equivalents on or in the Services.
- (p) You must not do anything that disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way that affects the ability of other people to engage in real-time activities through this website.
- (q) You must not interfere with or disrupt the Services or servers or networks connected with the Services or disobey any requirements, procedures, policies, or regulations of networks connected to the Services.
- (r) You cannot create member accounts under any false or fraudulent pretenses (including by automated means).
- (s) You must not state or imply that any of Your submitted and or posted User Content is endorsed by ReachMyTeach or any affiliate thereof.
- (t) You must not retrieve, store, or collect personal information about any user for any unauthorized purpose, and may not retrieve, store, or collect personal information about any user for any valid purpose without such user's prior written consent in each instance (and acknowledgment that they are at least 13 years of age).
- (u) You must not engage in any "spamming" of any kind, including, without limitation, ad spamming.
- (v) You cannot use the ReachMyTeach name or trademarks or related trade names, which You acknowledge here to be valid, subsisting, and enforceable without impediment, and You will not expressly or by implication create the false or misleading impression that ReachMyTeach is associated with, or endorses, or is in any way connected with You, Your business, or Your Content.

WHILE REACHMYTEACH EXPLICITLY PROHIBITS THE ABOVE CONDUCT, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE EXPOSED TO SUCH CONDUCT AND CONTENT AND THAT YOU USE THE SERVICES ENTIRELY AT YOUR OWN RISK, AND THAT REACHMYTEACH SHALL HAVE NO LIABILITY OF ANY KIND FOR SUCH CONDUCT AS CARRIED OUT BY ANY THIRD PARTY AT ANY TIME UNLESS EXPRESSLY SET FORTH TO THE CONTRARY BY REACHMYTEACH IN WRITING.

YOU UNDERSTAND AND AGREE THAT IF YOU VIOLATE ANY OF THE RULES OF BEHAVIOR, REACHMYTEACH CAN TERMINATE YOUR USE OF THE SERVICES IMMEDIATELY WITHOUT PRIOR NOTICE AND WITHOUT ANY RIGHT OF REFUND, SET-OFF, OR A HEARING.

- 15. Hyperlinking.** This Site may be hyperlinked to and by other websites that are not maintained by, or related to, ReachMyTeach. Hyperlinks to such sites are provided as a service to Users and are not sponsored by, endorsed, or otherwise affiliated with this Site or ReachMyTeach. ReachMyTeach has not reviewed any or all of such sites and is not responsible for the content of any linking sites, and any links made directly from a ReachMyTeach Website to another web page should be accessed at the User's own risk. ReachMyTeach makes no representations or warranties about the content, completeness, quality, or accuracy of any such website, and as such, shall not be liable in connection with any loss, damage, cost, or injury associated with any access thereto via this Site.
- 16. Consent to Receive Messages.** By providing Your contact information, You consent to receive messages via SMS, email, WhatsApp, or other methods from ReachMyTeach, school or district users, and other ReachMyTeach users within the same school or district group (“Messages”). You are responsible for any costs associated with receiving Messages, including charges from Your wireless or phone provider.

If You provide the contact information of another person, You warrant that they have consented to receive Messages, and they understand they are responsible for any costs associated with receiving Messages, including charges from their wireless or phone provider.

ReachMyTeach, occasionally, may send You communications and announcements related to the Service.

To opt-out altogether from receiving Messages, please contact ReachMyTeach at stop@reachmyteach.com or reply to a Message with the word “STOP”.

To stop receiving school alerts, contact Your school or district administrator directly. Please note that You may still receive communications from Your school via ReachMyTeach concerning health and safety matters, such as school closures, weather alerts, threats, etc.

- 17. Translation Services.** You acknowledge that ReachMyTeach contracts with independent parties and contractors for interpretation and translation services and that ReachMyTeach makes no warranties and assumes no liability of any kind, including, but not limited to, the quality of performance or the actions of such independent providers and their employees, agents, and independent contractors. You further acknowledge that ReachMyTeach uses AI-generated interpretation and translation services and makes no guarantee that AI-generated content is accurate. Translation and interpretation services are not available in all languages.

ReachMyTeach supports video and voice calls, text-to-speech, and access to human interpretation through Lexikeet Language Services. You can read more about Lexikeet Language Service’s terms of service and student data privacy at www.lexikeet.com.

- 18. Availability.** ReachMyTeach strives to ensure the Services are always available when needed. However, ReachMyTeach cannot guarantee uninterrupted access to the Services at all times. You acknowledge and agree that:
- (a) ReachMyTeach may need to perform scheduled maintenance on its systems, which may temporarily limit or restrict Your access to the Services. Whenever reasonably practicable, ReachMyTeach will provide advance notice of scheduled maintenance through the Website or via email.
 - (b) Unscheduled disruptions may occur due to technical issues, third-party service provider failures, security concerns, or circumstances beyond ReachMyTeach’s reasonable control. ReachMyTeach will make commercially reasonable efforts to restore access promptly.
 - (c) ReachMyTeach reserves the right to modify, suspend, or discontinue any part of the Services at any time, with or without notice. ReachMyTeach will not be liable to You or any third party for any such modification, suspension, or discontinuation.
 - (d) ReachMyTeach disclaims any and all liability to You or any third party for Service unavailability or failure of the Services.
- 19. Right to Terminate Access.** ReachMyTeach reserves the right to monitor the use of the Services to determine compliance with these Terms of Use, as well as the right to edit, refuse to post, or remove any User Content, in whole or in part, at its sole discretion. ReachMyTeach reserves the right to terminate Your access to any or all of the Services at any time without notice for any reason whatsoever.
- 20. Disclosure Under Law.** ReachMyTeach reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request.
- 21. Data Protection.** ReachMyTeach cautions You to limit, when possible, any personally identifying information and other non-public information (“Data”) about Yourself, Your children, or students in any Messages and User Content you provide. Data includes but is not limited to, student data and metadata. ReachMyTeach abides by the following measures to protect Data:
- (a) Data De-Identification. ReachMyTeach may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, ReachMyTeach will not attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re-identification.
 - (b) Marketing and Advertising. ReachMyTeach will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to a school or school district only if student information is properly de-identified.
 - (c) Modification of Terms of Use. ReachMyTeach will not change how Data is collected, used, or shared under the terms of this Agreement in any way without advance notice to the User.

- (d) Data Collection. ReachMyTeach will only collect Data necessary to provide the Services as outlined in this Agreement.
- (e) Data Use. ReachMyTeach will use Data only for the purpose of fulfilling its duties and providing the Services under this Agreement and for improving Services under this Agreement.
- (f) Data Mining. ReachMyTeach will not mine Data or scan user content for the purpose of advertising or marketing to students or their parents.
- (g) Data Sharing. You understand that ReachMyTeach may rely on one or more subcontractors to perform services under this Agreement. All such subcontractors will be subject to the terms of this Agreement.
- (h) Data Transfer or Destruction. ReachMyTeach will ensure that all Data in its possession and in possession of any subcontractor or agents to which ReachMyTeach may have transferred Data is destroyed when Data is no longer needed for its specified purposes, at the request of the User.
- (i) Data Access. Any Data held by ReachMyTeach will be made available to the User upon request by the User or, if the User is under 18 years old, that User's parent/guardian.
- (j) Security Controls. ReachMyTeach will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. ReachMyTeach will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. ReachMyTeach will also have a written incident response plan, to include prompt notification of the User in the event of a security or privacy incident, as well as best practices for responding to a breach of Data.

22. ReachMyTeach Privacy Policy. Personal and certain other information, including Data, is subject to our Privacy Policy. As a condition of using the Services, You agree to the terms of the Privacy Policy, as it may be changed and updated from time to time. ReachMyTeach's Privacy Policy, which is incorporated here by reference, is located at <https://reachmyteach.zendesk.com/hc/en-us/articles/16253106902169-ReachMyTeach-Privacy-Policy> You agree that Your use of the Services is subject to the Privacy Policy, and therefore, agree that You will not use the Services unless and until You review the Privacy Policy and agree with its terms in its entirety.

23. Deactivating Account: You can deactivate at any time by contacting Your school's administrator. Once deactivated, You will no longer have access to Your account or any associated Data or User Content.

Upon deactivation, ReachMyTeach will retain all Data and User Content in accordance with ReachMyTeach's Data Retention Policy. You acknowledge that specific Data or User Content may be retained for legal or regulatory reasons (e.g. maintenance of "education records" under the Family Educational Rights and Privacy Act (FERPA)).

24. Disclaimer & Limitations on Liability. You understand that ReachMyTeach cannot and does not guarantee or warrant that files available for downloading from the ReachMyTeach Services will be free of viruses, worms, Trojan horses, or other code that may cause damage or harm to Your computer(s) or network(s). You acknowledge that You will be solely responsible for implementing

sufficient procedures and checkpoints to protect Your computer(s) and network(s), and that You will maintain adequate means of backup of Your personal data, external to the Services. ReachMyTeach further disclaims any responsibility to ensure that the Content located on its Services are necessarily complete and up-to-date.

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. REACHMYTEACH DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. REACHMYTEACH DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON REACHMYTEACH’S SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. REACHMYTEACH DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF ANY CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE USER ACKNOWLEDGES THAT THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND REACHMYTEACH MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. REACHMYTEACH MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

REACHMYTEACH, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF REACHMYTEACH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF REACHMYTEACH AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO REACHMYTEACH FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE. ALL CLAIMS MADE BY YOU HEREUNDER MUST BE MADE WITHIN ONE YEAR OF THE ACTION TO WHICH SUCH CLAIM RELATES OR FOREVER BE BARRED.

25. Indemnity. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD REACHMYTEACH, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, CONTENT PROVIDERS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS (COLLECTIVELY, THE “INDEMNIFIED PARTIES”) HARMLESS FROM ANY BREACH OF THESE TERMS OF USE BY YOU, INCLUDING ANY USE OF CONTENT OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE. YOU AGREE THAT THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY IN CONNECTION WITH ANY SUCH BREACH OR UNAUTHORIZED USE, AND YOU AGREE TO INDEMNIFY ANY AND ALL RESULTING LOSS, DAMAGES, JUDGMENTS, AWARDS, COSTS, EXPENSES, AND ATTORNEYS' FEES OF

THE INDEMNIFIED PARTIES IN CONNECTION THEREWITH. YOU WILL ALSO INDEMNIFY, DEFEND, AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS BROUGHT BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE INFORMATION ACCESSED FROM THE SERVICES.

26. Trademarks and Copyrights. Trademarks, service marks, logos, trade names, and copyrighted works (hereinafter, "Intellectual Property") appearing on this Site are the property of ReachMyTeach or the party that provided the Intellectual Property to ReachMyTeach. ReachMyTeach and any party that provides Intellectual Property to ReachMyTeach retain all rights with respect to any of their respective Intellectual Property appearing in the Services and do not transfer at any time to user and/or any other third party. All contents of ReachMyTeach's Websites are: © 2025 RMT LLC All rights reserved.

27. Copyright Infringement. If You believe that Your work has been copied in a way that constitutes copyright infringement, please provide ReachMyTeach's copyright agent (as designated herein) with all of the written information specified below. Please note that this procedure is exclusively for notifying ReachMyTeach and its affiliates that Your copyrighted material has been infringed. Please include the following:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that You claim has been infringed upon;
- A description of where the material that You claim is infringing is located on the Site, including the current Website address;
- Your address, telephone number, and e-mail address;
- A statement by You that You have a good-faith belief that the disputed use is unauthorized by the copyright owner, its agent, and/or the law;
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

ReachMyTeach's Copyright Agent for notice of claims of copyright infringement on its Websites can be reached via email at copyright@reachmyteach.com.

28. Security. Any passwords used for this Site are for individual use only. You will be responsible for the security of Your password(s) at all times. From time to time, ReachMyTeach may require that You change Your password. You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If You become involved in any violation of system security, ReachMyTeach reserves the right to release Your account details to the system administrators of other websites and/or the authorities in order to assist them in resolving security incidents. ReachMyTeach reserves the right to investigate suspected violations of these Terms of Use. ReachMyTeach reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing ReachMyTeach to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL RIGHTS NOT SPECIFICALLY SET FORTH HEREIN AND AGREE TO HOLD REACHMYTEACH HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY REACHMYTEACH DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER REACHMYTEACH OR LAW ENFORCEMENT AUTHORITIES.

29. Disputes.

- (a) Jurisdiction. If there is any dispute about or involving these Terms of Use, the Website and/or any Services, You agree that any dispute shall be governed by the laws of the State of Maine, notwithstanding any principles of conflicts of law. You specifically consent to personal and exclusive jurisdiction by and venue in the State and Federal courts of Portland, Cumberland County, Maine, in connection with any dispute between You and ReachMyTeach arising out of or involving this Agreement, the Website, and/or any Services.
- (b) Arbitration. In the event You have a dispute with ReachMyTeach, you agree to, in the first instance, contact ReachMyTeach at legal@reachmyteach.com and attempt to resolve any issues with ReachMyTeach informally. If after ninety (90) days, You and ReachMyTeach have not resolved the dispute, the parties agree that the unresolved claim and/or controversy of every kind and nature arising out of or relating to this Agreement, including any questions concerning its existence, negotiation, validity, meaning, performance, nonperformance, breach, continuance or termination shall be settled by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules and, in such case (A) the arbitration proceedings shall be conducted before a panel of three arbitrators, with each party selecting one disinterested arbitrator from a list submitted by the AAA and the two disinterested arbitrators selecting a third arbitrator from the list, (B) each party shall bear its own costs of arbitration, (C) all arbitration hearings shall be conducted in Portland, Cumberland County, Maine, and (D) the provisions hereof shall be a complete defense to any suit, action or proceeding instituted in any Federal, state or local court or before any administrative tribunal with respect to any claim or controversy arising out of or relating to this Agreement and which is arbitrable as provided in this Agreement (provided that either party may seek injunctive relief in a court of law or equity to assert, protect or enforce its rights in any intellectual property and/or confidential or proprietary information as described in this Agreement).
- (c) Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS BOTH YOU AND REACHMYTEACH AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND REACHMYTEACH ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE

ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

30. Miscellaneous.

- (a) If any part of these Terms of Use is found by a court of competent jurisdiction to be unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.
- (b) You agree that no joint venture, partnership, employment, or agency relationship exists between You and ReachMyTeach as a result of this Agreement or use of ReachMyTeach's Services.
- (c) These Terms of Use constitute the entire agreement among the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You and ReachMyTeach with respect to ReachMyTeach's Services. Notwithstanding the foregoing, You may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when You use the Website or any of its Services. ReachMyTeach may revise these Terms of Use at any time by updating this posting. You should review the Agreement from time to time to determine if any changes have been made to the Agreement. Your continued use of the Website after any changes have been made to this Agreement signifies and confirms Your acceptance of any changes or amendments to this Agreement.
- (d) The failure of ReachMyTeach to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by ReachMyTeach must be in writing and signed by an authorized representative of ReachMyTeach.
- (e) The section titles in the Agreement are for convenience only and have no legal or contractual effect.
- (f) Please report any violations of this Agreement to ReachMyTeach violations@reachmyteach.com. If You have any questions regarding this Agreement, please contact us at contact@reachmyteach.com.